

**Covenants and Restrictions for
Fawn Lake Estates
Section Two**

I, the undersigned, Donna Perry, owner of the real estate shown as described on the thereon plat do hereby certify that I have laid off, platted, subdivided, and do hereby lay off, plat and subdivide, said real estate in accordance with the shown plat.

Name: This subdivision shall be known and designated as Fawn Lake Estates, Section Two, a subdivision being located in Hendricks County, Indiana. All streets, not heretofore dedicated, are hereby dedicated to the public.

Building Line: Front yard set back lines, and side yard set back lines on corner lots are to be as shown on the plat, between which lines and the property lines of the street there shall be no buildings or structures erected or maintained. Minimum side yard shall be ten (10) feet. Minimum rear yard shall be thirty (30) feet.

Utility Easements and Conduits: There are strips of ground designated on the within plat as drainage easements (D.E.), sewer easements (S.E.) and utility easements (U.E.). Such strips are reserved for the use of public utility companies and governmental agencies, as follows: Drainage easements (D.E.) are created to provide paths and courses for area and local street drainage. Other easements or in adequate, underground conduits, to serve the needs of this and adjoining ground and/or the public drainage system. No structures, including fences, shall be built upon said easements which will obstruct flow from the area being served. Sewer easements (S.E.) are created for the use of the local governmental agency having jurisdiction over the storm and sanitary waste disposal system of said city and/or county for the purposes of installation and maintenance of sewer and that are part of this system. Utility easements (U.E.) are created for the use of all public utility companies other than transportation companies for the installation and maintenance of mains, ducts, poles, lines, wires. The owners of all lots in this Addition shall also be subject to the easements hereby created and subject to the rights in utility companies and other proper authorities to service the drainage systems, sewers, mains, ducts, poles and wires to be locate in such strips of ground for the purposes herein stated.

Land Use and Building Type: No lot shall be used except for residential purposes. No buildings shall be erected, altered, placed or permitted to remain on any lot other than on single family dwellings not to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.

Architectural Control: No building or outbuilding shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plat plan have been approved by the Architectural Committee, as to the quality and type of material and workmanship, in harmony with external design and with existing structure of finished grade elevation. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 2200 square feet for houses of one story and at least 1400 square feet on the first floor of homes of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level and one and one-half story design shall rest exclusively with the Architectural Committee.)

Building Location: No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lines than the minimum set-back line shown on the record plat. For the purposes of this covenant, eaves, steps, and open porches shall not be considered a part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

No Swimming Pool or Associated Structure: shall be erected or placed on any lot until the construction plans, including a plat plan, have been approved by the Architectural Committee.

Nuisance: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may or may become an annoyance or nuisance to the neighborhood.

Temporary Structures: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuilding shall be used on any lot as a residence, or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period and shall be permitted as herein provided.

Livestock and Poultry: No animals, livestock, or poultry of any kind shall be housed, bred, or kept on any lot except cats, dogs and family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes, and not to create or constitute a nuisance. Owners of lots larger than three (3) acres may submit a request for variance of this rule by the Architectural Committee.

Garbage and Refuse Disposal: No lot shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and same shall not be kept except in sanitary containers. There shall be no use of outdoor or outside incinerators or burners for the burning of waste.

Water Supply: No individual water supply system shall be permitted on any lot, unless such system is designed, located and constructed and equipped in accordance with the standards and recommendations of all necessary governmental regulating authorities and agencies having jurisdiction thereof. Approval of such systems, installed, shall be obtained from such authorities.

Sewage Disposal: No individual sewage disposal system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of all necessary government agencies.

Driveway: All lots in this subdivision shall gain access from interior streets only. No individual lot shall gain access directly onto 26th Street.

Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadways shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street lines. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

Fences: Fences, walls or continuous shrub plantings, which would serve the purpose of a fence, shall be erected with approval by the Architectural Committee.

DULY ENTERED FOR TAXATION

26th day June, 1989

Donna Perry
HENDRICKS COUNTY

dwelling shall be erected, altered, placed or permitted to remain on any lot other than on single family dwelling lot to exceed two stories in height and a private attached garage for not more than four cars. In the event the purchaser should buy two lots with the purpose of building one single family dwelling across the center lot line, the lot line restrictions shall not apply to the boundary lines dividing any two said lots.

Architectural Control: No building or outbuilding shall be erected, placed or altered on any lot until the construction plans and specifications and the complete plot plan have been approved by the Architectural Committee, as to the quality and type of material and workmanship, in harmony with external design and with existing structures of finished grade elevations. The ground floor of the main structure, exclusive of open porches and garages, shall not be less than 2200 square feet for houses of one story and at least 1400 square feet on the first floor of houses of more than one story. (Determination of sufficiency and adequacy of the term "ground floor of main structure" with respect to dwellings of tri-level, bi-level and one and one-half story design shall rest exclusively with the Architectural Committee.)

Setback Location: No building shall be located on any lot nearer to the front lot line, nor nearer to the side street lines than the minimum set-back line shown on the record plat. For the purpose of this covenant, eaves, steps, and open porches shall not be considered a part of the building, provided, however that this shall not be construed to permit any portion of a building on a lot to encroach upon another lot.

No Swimming Pool or Amusement Structure: No swimming pool or amusement structure shall be erected or placed on any lot until the construction plans, including a plot plan, have been approved by the Architectural Committee.

Nuisance: No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may or may become an annoyance or nuisance to the neighborhood.

Temporary Structures: No structures of a temporary character, trailer, basement, tent, shack, garage, barn or other outbuildings shall be used on any lot as a residence, or for any other purpose, either temporarily or permanently. For the purpose of this covenant, structures needed and used by the builders shall be allowed to remain during the building period and such shall be permitted as herein provided.

Livestock and Poultry: No animals, livestock, or poultry of any kind shall be housed, bred, or kept on any lot except cats, dogs and family pets, which may be kept, provided they are not kept, bred or maintained for commercial purposes, and not to create or constitute a nuisance. Owners of lots larger than three (3) acres may submit a request for variance of this rule by the Architectural Committee.

Garbage and Refuse Removal: No lots shall be used or maintained as a dumping ground for rubbish, garbage or other waste, and trash shall not be kept except in sanitary containers. There shall be no use of stoves or outside incinerators or burners for the burning trash.

Water Supply: No individual water supply system shall be permitted on any lot, unless such system is designed, located and constructed and equipped in accordance with the standards and recommendations of all necessary governmental regulating authorities and agencies having jurisdiction thereof. Approval of such systems, installed, shall be obtained from such authorities.

Sewage Disposal: No individual sewage disposal system shall be permitted upon any lot, unless such system is designed, located and constructed in accordance with the requirements, standards and recommendations of all necessary government agencies.

Driveway: All lots in this subdivision shall gain access from interior streets only. No individual lot shall gain access directly onto 86th Street.

Sight Distance at Intersections: No fence, wall, hedge or shrub planting which obstructs sight lines at elevations between two feet and six feet above the roadway shall be placed, or permitted to remain on any corner lot within the triangular area formed by the street property lines and a line connecting them at points twenty-five feet from the intersection of the street line. The same sight line limitations shall apply on any lot within ten feet from the intersection of a street's property line with edge of a driveway. No trees shall be permitted to remain within such distance of such intersection unless the foliage line is maintained at such height to prevent obstruction of such sight lines.

Fences: Fences, walls or continuous shrub plantings, which would in any way serve the purpose of a fence, shall not be erected until approved by the Architectural Committee.

Storage Tanks: Oil or gas storage tanks shall either be buried or located within the house or garage area so that they are completely concealed from outside view.

Signs: No sign of any kind shall be displayed to the public view on any lot, except one sign of not more than five square feet, advertising the property for sale or for rent, or signs used by a builder to advertise the property during construction and sales period.

DULY ENTERED FOR TAX
28th Day June 19
Mary Jane Guss
NOTARY HENRICKS COUNTY

THIS PLAT HAS BEEN REVIEWED AND IS HEREBY RELEASED FOR RECORDING
DATE: 6/27/89
Walter F. Reader III
HENRICKS COUNTY ENGINEER

Lakefront Lots: The lot back of all lots having frontage on the lake shall terminate at the water's edge, subject to the lake maintenance, dam maintenance, utility and drainage easements, and shall automatically extend and be used as the water elevation.

Seawalls: If necessary, seawalls may be constructed and maintained along the water's edge, at the individual lot owner's expense, and shall be approved in writing, both as to location and design, by the Architectural Committee.

Piers and/or Docks: No pier, dock or other structure may be constructed in such a manner that any portion thereof extends more than ten (10) feet from the shore into the lake and in an event shall any dock, pier or other structure be erected that does not conform to the specifications of the Architectural Committee.

Common Properties: The Developers retain the ownership of the common properties (lake) and reserve the right to place of record an instrument entitled "Declaration of Covenants and Restrictions". Such Declaration of Covenants and Restrictions shall contain such terms, conditions and provisions as are deemed advisable by Developers for the development and preservation of the real estate herein described. Such Declaration of Covenants and Restrictions may at the option of Developers provide for, among other things, the following:

- (a) The formation of a not-for-profit corporation to which corporation Developers shall have the option of conveying all or part of the common properties.
- (b) The reservation of the common property shown in this plat is for the common use and enjoyment by the Owners of the lakefront lots. The Declaration of Covenants and Restrictions may provide for methods of subjecting other real estate to the terms thereof or enabling other real estate to have the benefits of such common properties.

Architectural Committee: The Architectural Committee shall be composed of Donna Perry and James Snodgrass. At all times Donna Perry and/or his assignee shall have the majority vote of said Committee. Donna Perry shall further have the right to designate a representative to act for and on his behalf. The Committee's approval or disapproval as required in these covenants shall be in writing. In the event that said written approval is not received from the Committee within fourteen (14) days from the date submission, it shall be deemed that the Committee has disapproved the presented plan.

Violations: The violation of any restriction, as herein enumerated, shall give to the said Developers, their successors any and all rights for injunction, damages, or any other action at law or equity which they and their assignees may have to restrain and prohibit the same, in keeping with the restrictions herein set out.

Protective Covenants: The "Protective Covenants" are to run with the land and shall be binding on all parties and all persons claiming under them until January 1, 2008, at which time said covenants shall be automatically extended for successive periods of ten (10) years unless changed by a vote of the majority of the then owners of the building sites covered by these covenants in whole or in part. Invalidation of any one of the covenants, by judgment or court order will in no way affect the covenants which shall remain in full force and effect. Right to enforcement of these covenants is hereby granted to the Metropolitan Development Commission, its successors or assigns.

Drainage: In the event storm water drainage from any lot or lots flows across another lot, provision shall be made to permit such drainage to continue, without restriction or reduction, access to the downstream lot and into the natural drainage channel or course, even though no specific drainage easement for such flow of water is provided on said plat.

General: All lot owners will be required to install, or have installed, at least one gas or electric "dusk to dawn" yard light in the front.

All garages opening to the street shall have automatic door controls.

It shall be the duty of the owner of each lot in the subdivision to keep the grass on the lot properly cut and to keep the lot free from weeds and trash and otherwise neat and attractive in appearance. Should any owner fail to do so the Developer may take such action as he deems appropriate in order to make the lot neat and attractive and the owner shall upon demand reimburse Developer for the expenses incurred in so doing.

Construction Procedure: When beginning construction on an individual house in this subdivision, the area of the septic field will be fenced to prevent compaction of the field during the construction process. The proposed driveway shall be stoned and used as the primary delivery point for all materials used in the construction of the home. The purpose of these requirements is to prohibit the compaction of the septic field and other areas around the proposed home in order that the perimeter drains and septic field will work properly.

Witness his signature this 21st day of June, 1989


Donna Perry

STATE OF INDIANA)
COUNTY OF MARION)

Personally appeared before me, the undersigned, a Notary Public, in and for said County and State, Donna Perry and acknowledged the execution of the above and foregoing certificate as his voluntary act and deed for the use and purposes therein expressed.

EXHIBIT A

DECLARATION OF COVENANTS AND RESTRICTIONS
OF FAWN LAKE ESTATES LAKE

Pursuant to the developer's reserved rights under the Covenants and Restrictions for Fawn Lake Estates, Sections One and Two, the following covenants and restrictions shall apply to the real estate described on the attached deed, commonly known as the Fawn Lake Estates Lake (hereinafter referred to as "the Lake"), and to the lots in Fawn Lake Estates, Sections One and Two. Said covenants and restrictions shall supplement and amend those covenants and restrictions set forth in the original plats, and shall run with the land and be binding upon Fawn Lake Neighborhood Association, Inc., the owners of all lots in Fawn Lake Estates, their successors, personal representatives, heirs and assigns.

1. The use and enjoyment of the Lake is for the sole benefit of the owners of lots in Fawn Lake Estates, Sections One and Two, their families and guests.
2. There shall not be any gasoline power engines of any type used on or in the Lake. Electric motors are permitted, but not to exceed a maximum of 20 horsepower.
3. Owners of lots that abut the Lake will have access to the Lake directly. Owners of lots that do not abut the Lake shall have access through an easement across lot 4 that has been or shall be recorded in the Office of the Marion County Recorder.
4. The island located just off the waters edge of lot 30 shall be maintained its present, natural state.
5. The Fawn Lake Neighborhood Association, Inc. shall have the power and authority to levy general and special assessments against each owner of a lot in Fawn Lake Estates for the expenses of maintaining the lake and entry sign easements. Assessments for lake maintenance may be greater in amount for lots with lake frontage than those without frontage. The assessments shall be the personal liability of each owner of a lot in Fawn Lake Estates, and assessments not paid within thirty (30) days of when due, together with interest at the then current Indiana judgment rate and costs of collection including reasonable attorneys fees and court costs, shall be a continuing lien upon the lot against which such assessment is made. If any owner fails, refuses or neglects to make payment of an assessment when due, the lien for such assessment may, after ten (10) days notice by first class U.S. mail addressed to the owner of such lot as shown in the county records for tax purposes, be foreclosed by the Fawn Lake Neighborhood Association, Inc., in the same manner in which a Mechanic's Lien is foreclosed under Indiana law. The lien for assessments shall be subordinate to the lien of a recorded bona fide first mortgage covering such lot and subordinate to any tax or assessment lien on such lot in favor of any governmental taxing or assessing authority.

These covenants shall be in affect until January 1, 2008, at which time said covenants shall be automatically extended for successive ten year periods unless changed by a vote of the majority of the then owners of all lots in Fawn Lakes Estates, Sections One and Two; except for item 4 above which shall not be changed without the affirmative vote of the owner of lot 30 in Fawn Lake Estates, Section Two.